

## **The complaint**

Mr C complains British Gas Insurance Limited didn't repair his toilet system following a claim against his HomeCare policy.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr C had a HomeCare policy with British Gas which included plumbing and drains cover, amongst other things. Mr C made a claim on the policy following a leak. I'll summarise what happened below:

- On 10 February 2025 Mr C reported a leak causing damp to a downstairs ceiling. British Gas attended. The callout notes say the leak was coming from an upstairs toilet, which was fixed by attaching a flexi hose.
- On 24 February 2025 Mr C reported the same issue had reoccurred. British Gas attended again. The callout notes say the leak was coming from the flexi pipe. A repair couldn't be completed because of an access issue so the toilet was isolated.
- On 4 March 2025 British Gas attended again. The callout notes say the inlet valve required attention but there were access issues (the cistern is concealed behind tiles), other options were discussed, but a repair wasn't completed.
- On 11 March 2025 British Gas attended for a final time. The callout notes say the toilet was poorly installed because it has a bottom ball valve rather than a side entry ball valve, this would need rectifying, but at Mr C's expense.

Mr C and British Gas have provided comments around the repair/repair attempts. From these, as well as what I've set out above, I find it's more likely than not the issue on 24 February 2025 was either the same as the 10 February 2025 issue, or a consequence of the first repair. The alternative would be too coincidental. I also find it's more likely than not a repair to the system as it stands cannot be affected without causing significant damage and ultimately a change to the toilet system is necessary to avoid access issues in future.

In response to this complaint British Gas offered to upgrade Mr C's toilet system free of charge to allow for the leak to be fixed and future issues to be resolved without obstruction. I find this was fair and reasonable. I say this because the policy doesn't provide for upgrades, and so British Gas agreeing to this is a benefit which Mr C isn't entitled to. At Mr C's request, British Gas has now agreed to pay Mr C the cash equivalent - £456. I don't find there is anything further I can fairly require British Gas to do regarding the toilet system repair.

Mr C says British Gas should compensate him for what he describes as resultant damage. He says, in brief, because the first repair failed more damage was caused to his downstairs ceiling/walls/floors. I don't find there is a fair and reasonable basis to require British Gas to repair these. I say this because the policy doesn't provide for it, and the evidence available satisfies me there was already damage (and therefore a need for repairs) following the first leak. I'm not persuaded on the evidence available to me the alleged further damage made a material difference to the cost of the already necessary repairs.

Mr C says British Gas should refund his premium (£127) and his excess (£60). There is no fair and reasonable basis for me to require British Gas to do this because Mr C's premium paid for cover he did receive for the 2024/2025 policy year. And the excess is payable because Mr C made a claim which was accepted, which has ultimately led to British Gas paying for the repair (and upgrade) of the toilet system.

Mr C says the £500 compensation British Gas has offered him is insufficient because of the impact of the failed repairs, loss of use of a toilet for a time, poor customer service, poor complaint handling and poor data handling. I accept British Gas let Mr C down and that compensation is appropriate. But the repair attempts were over a short space of time, Mr C hasn't said it was the only toilet in the property, and he could have arranged for his own repair privately while the dispute was ongoing. In all the circumstances, I'm satisfied £500 compensation, alongside the cost of the toilet system repair/upgrade, is fair and reasonable.

### **My final decision**

I uphold this complaint and require British Gas Insurance Limited to pay Mr C £456 for the toilet repair/system upgrade and £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 17 October 2025.

James Langford  
**Ombudsman**